

Office of the Attorney General
5420 Kietzke Lane, Suite 202
Reno, NV 89511

IN THE UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

BARUCH ZOHAR,

Plaintiff,

vs.

STATE OF NEVADA, NEVADA YOUTH
TRAINING CENTER, DIVISION OF CHILD
AND FAMILY SERVICES,

Defendant.

Case No. 3:06-CV-00731-LRH-(VPC)

STIPULATION FOR DISMISSAL
WITH PREJUDICE; ORDER

IT IS HEREBY STIPULATED AND AGREED TO by Defendant, State of Nevada ex rel. its Department of Health and Human Services, Division of Child and Family Services, Nevada Youth Training Center, by and through counsel, Catherine Cortez Masto, Attorney General of the State of Nevada, and Andrea Nichols, Senior Deputy Attorney General, and Baruch Zohar, by and through his attorneys, Terri Keyser-Cooper and Diane Vaillancourt, that all proceedings against Defendants, in the above-captioned matter be dismissed with prejudice.

This stipulation is based upon an out-of-court settlement reached by the parties in this matter in which Defendants agreed to pay Plaintiff and his attorneys the amount of

1 One Hundred Twenty Five Thousand Dollars (\$125,000.00) with no further attorneys'
2 fees or costs to either party.

3 Attached to this Stipulation for Dismissal with Prejudice are a Settlement
4 Agreement, and a Receipt by which Plaintiff's attorneys acknowledge receipt of the
5 payment in settlement of this matter and Plaintiff releases Defendants from all remaining
6 liability arising from the allegations made in the above-referenced litigation.

7 The Settlement Agreement and Release, and Receipt are incorporated herein as
8 though set out in full.

9 DATED this 25th day of September, 2009.

10 CATHERINE CORTEZ MASTO
11 Attorney General

12 By:

Andrea Nichols
13 ANDREA NICHOLS
14 Senior Deputy Attorney General
Attorney for Defendants

15 DATED this 15 day of September, 2009.

16 By:

Terri Keyser-Cooper
17 TERRI KEYSER-COOPER
18 Attorney for Plaintiff

19 Good cause appearing therefore,
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21 IT IS HEREBY ORDERED that the stipulation of the parties is hereby adopted
22 and all claims in this case against Defendants, State of Nevada, ex rel. its Department
23 of Health and Human Services, Division of Child and Family Services, Nevada Youth
24 Training Center, are dismissed with prejudice and without the allowance of attorneys'
25 fees and costs.

26 DATED this 28th day of September, 2009.

Larry R. Hicks
27 LARRY R. HICKS
28 UNITED STATES DISTRICT JUDGE

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement is made and entered into on the 15 day of ^{September}~~August~~, 2009 between State of Nevada ex rel. its Department of Health and Human Services, Division of Child and Family Services, Nevada Youth Training Center ("Defendant") by and through counsel, Catherine Cortez Masto, Attorney General of the State of Nevada, and Andrea Nichols, Senior Deputy Attorney General, and Baruch Zohar, ("Plaintiff") by and through his attorneys, Terri Keyser-Cooper and Diane Vaillancourt.

Plaintiff, Baruch Zohar, filed a lawsuit in the United States District Court for the District of Nevada entitled *Baruch Zohar v. State of Nevada, Nevada Youth Training Center, Division of Child and Family Services*, Case No. 3:06-cv-00731-LRH-VPC. The parties desire to settle fully all claims against Defendant, State of Nevada, Department of Health and Human Services, Division of Child and Family Services, Nevada Youth Training Center. Defendant denies any liability to Plaintiff, Baruch Zohar, in connection with the claims asserted in this lawsuit and this agreement is entered into for the sole purpose of discontinuing the litigation of the lawsuit, eliminating further costs and expenses of litigation, including the risk of loss, relating thereto, and resolving all disputes between the parties. Nothing herein shall constitute or shall be construed to constitute an admission by any party hereto of liability or fault.

FOR AND IN CONSIDERATION of all the agreements set forth below, the parties have agreed to a dismissal with prejudice of all claims against Defendant, State of Nevada, Department of Health and Human Services, Division of Child and Family Services, Nevada Youth Training Center that were or may have been asserted in this lawsuit. Plaintiff, Baruch Zohar, acknowledges the receipt of and sufficiency of the

consideration he is receiving in exchange for releasing any claims he has, or could have asserted.

OBLIGATIONS OF THE PARTIES

1. Payment to Baruch Zohar and his attorneys in the amount of \$125,000.00. This amount is inclusive of attorneys' fees;

2. Baruch Zohar will not reapply for employment with the State of Nevada, Department of Health and Human Services;

3. The Division of Child and Family Services and Nevada Youth Training Center will provide Baruch Zohar with a neutral reference. If asked the Division of Child and Family Services and Nevada Youth Training Center will advise that Baruch Zohar resigned and will provide dates of employment and wage information;

4. Baruch Zohar will not be prohibited from applying for employment with the State of Nevada in any Department other than Health and Human Services. A copy of this Agreement will be placed in Baruch Zohar's personnel file with a notation to provide Baruch Zohar with a neutral reference;

5. The United States District Court for the District of Nevada retains jurisdiction to resolve any disputes arising under this Agreement.

RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION of the terms and obligations set forth above including the payment of such sums as are set forth therein and the execution of the Stipulation for Dismissal with Prejudice of the case entitled *Baruch Zohar v. State of Nevada, Nevada Youth Training Center, Division of Child and Family Services*, Case No. 3:06-cv-00731-LRH-VPC, Baruch Zohar on behalf of himself and his heirs,

executors, administrators, successors and assigns, does hereby unconditionally release and forever discharge, up to and including the date below, State of Nevada, Department of Health and Human Services, Division of Child and Family Services, Nevada Youth Training Center, and each and all of its agents, contractors, officers and employees, in both their official and individual capacities from any and all claims, demands, actions, judgments, executions, costs, expenses, attorney fees and rights to compensation whatsoever, whether specifically set forth or not, that he now has, or may have, or claim to have, which were created by, arose out of or may arise out of the allegations in that action known as *Baruch Zohar v. State of Nevada, Nevada Youth Training Center, Division of Child and Family Services*, Case No. 3:06-cv-00731-LRH-VPC, which was brought in the United States District Court for the District of Nevada.

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Except as set forth herein, this Settlement Agreement and Release of Claims contains the entire agreement between the parties hereto and no promise, inducement or representation other than herein set forth has been made, offered or agreed upon. The terms of this Settlement Agreement and Release are contractual and not a mere recital.

DATED this 15 day of ^{September}~~August~~, 2009.

DATED this 15 day of ^{September}~~August~~, 2009

CATHERINE CORTEZ MASTO
Attorney General

By: Andrea Nichols
Andrea Nichols
Senior Deputy Attorney General
Attorney for Defendant

TERRI KEYSER-COOPER
DIANE VAILLANCOURT

By: Terri Keyser-Cooper
Terri Keyser-Cooper
Attorney for Plaintiff

DATED this 18th day of ^{September}~~August~~, 2009.

DATED this 21 day of ^{JULY}~~August~~, 2009

By: Diane Comeaux
Diane Comeaux, Administrator
Division of Child and Family Services

By: Baruch Zohar
Baruch Zohar
Plaintiff

IT IS SO ORDERED

Larry R. Hicks

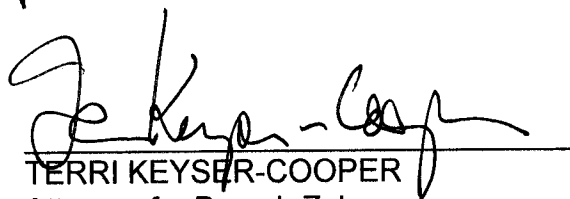
LARRY R. HICKS
UNITED STATES DISTRICT JUDGE

DATED: September 28, 2009

RECEIPT

I, Terri Keyser-Cooper hereby acknowledge receipt of check No. 5121311
in the sum of One Hundred Twenty Five Thousand Dollars (\$125,000.00) paid in
accordance with the Settlement Agreement executed in the matter of *Zohar v.
State of Nevada et al.*, being Case No. 3:06-cv-00731 LRH (VPC) in the United
States District Court for the District of Nevada

DATED: This 15 day of September, 2009


TERRI KEYSER-COOPER
Attorney for Baruch Zohar

SIGNED and SWORN to before me
this 15th day of September, 2009


NOTARY PUBLIC

